

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

CRAIG GOULET,)	CASE NO. 04-12577 JLT
)	
Plaintiff,)	
)	
vs.)	ANSWER OF DEFENDANT NEW PENN
)	MOTOR EXPRESS, INC.
NEW PENN MOTOR EXPRESS, INC.,)	
et. al.,)	
)	
Defendants.		

For its Answer to the Complaint, Defendant New Penn Motor Express, Inc. (the “Defendant”) admits, denies, and states as follows:

FIRST DEFENSE

1. As to the allegations in paragraph 1 of the Complaint, Defendant admits only that Plaintiff is attempting to state a claim under 29 U.S.C. §185.

2. For lack of knowledge sufficient to form a belief as to the truth of the allegations, Defendant denies the allegations contained in paragraph 2 of the Complaint.

3. Defendant admits the allegations contained in paragraph 3 of the Complaint.

4. Defendant admits the allegations contained in paragraph 4 of the Complaint.

5. For lack of knowledge sufficient to form a belief as to the truth of the allegations, Defendant denies the allegations contained in paragraph 5 of the Complaint.

6. For lack of knowledge sufficient to form a belief as to the truth of the allegations, Defendant denies the allegations contained in paragraph 6 of the Complaint.

7. For lack of knowledge sufficient to form a belief as to the truth of the allegations, Defendant denies the allegations contained in paragraph 7 of the Complaint.

8. For lack of knowledge sufficient to form a belief as to the truth of the allegations, Defendant denies the allegations contained in paragraph 8 of the Complaint.

9. For lack of knowledge sufficient to form a belief as to the truth of the allegations, Defendant denies the allegations contained in paragraph 9 of the Complaint.

10. For lack of knowledge sufficient to form a belief as to the truth of the allegations, Defendant denies the allegations contained in paragraph 10 of the Complaint.

11. Defendant admits the allegations contained in paragraph 11 of the Complaint.

12. Defendant denies the allegations contained in paragraph 12 of the Complaint.

13. For lack of knowledge sufficient to form a belief as to the truth of the allegations, Defendant denies the allegations contained in paragraph 13 of the Complaint.

14. Defendant denies the allegations contained in paragraph 14 of the Complaint.

15. As to the allegations contained in paragraph 15 of the Complaint, Defendant admits that Plaintiff filed a grievance. Defendant denies the remaining allegations contained therein.

16. As to the allegations contained in paragraph 16 of the Complaint, Defendant admits that a decision was rendered in favor of New Penn. For lack of knowledge sufficient to form a belief as to the truth of the allegations, Defendant denies the remaining allegations contained in paragraph 16 of the Complaint.

17. As to the allegations contained in paragraph 17 of the Complaint, Defendant states that the contract speaks for itself.

18. For lack of knowledge sufficient to form a belief as to the truth of the allegations, Defendant denies the allegations contained in paragraph 18 of the Complaint.

19. Defendant denies the allegations contained in paragraph 19 of the Complaint.

20. Defendant denies the allegations contained in paragraph 20 of the Complaint.

21. Defendant denies the allegations contained in paragraph 21 of the Complaint.

22. Defendant denies the allegations contained in paragraph 22 of the Complaint.

23. Defendant denies each and every allegation of fact, conclusion of law, or other matter contained in the Complaint that has not been expressly admitted as true in this Answer.

24. Defendant denies that Plaintiff is entitled to any relief, whether the relief is characterized as equitable, legal, or declaratory in nature.

SECOND DEFENSE

25. Some or all of Plaintiff's claims fail to state a cause of action upon which relief may be granted.

THIRD DEFENSE

26. Some or all of the Plaintiff's claims are barred by the applicable statute of limitations.

FOURTH DEFENSE

27. Plaintiff cannot recover damages to the extent that he has not mitigated his alleged damages.

FIFTH DEFENSE

28. Some or all of Plaintiff's claims are barred by the election of remedies doctrine.

SIXTH DEFENSE

29. Plaintiff's claims are barred to the extent he has failed to satisfy the prerequisites to filing suit, contractual, jurisdictional, administrative, or otherwise.

SEVENTH DEFENSE

30. Plaintiff is not entitled to a jury trial.

EIGHTH DEFENSE

31. All of Defendant's actions were undertaken in good faith.

NINTH DEFENSE

32. Some or all of Plaintiff's claims are barred by his failure to exhaust his available contractual and administrative remedies.

Respectfully submitted,

/s/ Nicholas A. Klinefeldt

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Dated: January 26, 2005